



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

5-
12-101

December 28, 2001

REPLY TO THE ATTENTION OF

C-14J

Addressees

[see Attachment No. 1]

Re: NL Industries(Taracorp) Superfund Site
Granite City, Illinois
De Minimis Consent Order

Dear Sir or Madam:

The United States Environmental Protection Agency (U.S. EPA) has undertaken and overseen extensive actions to clean up the NL Industries (Taracorp) "Superfund" site located in Granite City, Illinois. "Superfund" is a federal program administered by U.S. EPA that is designed to clean up hazardous substances or waste that may pose a threat to human health or the environment. The full name of the Superfund law is the Comprehensive Environmental Response, Compensation, and Liability Act, or CERCLA. Under the Superfund program, U.S. EPA has the authority to take actions at sites such as the NL Industries(Taracorp) site to protect public health, welfare, and the environment. In addition, this law permits U.S. EPA to request that parties who are responsible for the presence of hazardous substances pay to clean up the site

On March 5, 2001, U.S. EPA mailed information to you regarding the NL Industries(Taracorp) site and this *de minimis* settlement. U.S. EPA now extends you the opportunity to enter into this *de minimis* settlement that will resolve your potential liability relating to this site. U.S. EPA urges you examine the enclosed Consent Order carefully. The enclosed Consent Order would, upon your execution and payment of the appropriate amount indicated in Appendix A to the Consent Order, resolve your potential liability to U.S. EPA, as described in the Consent Order. By resolving your potential liability to U.S. EPA, you may obtain protection against legal claims for contribution by other PRPs as set forth in Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. § 9613(f)(2) and 9622(g)(5).

If you agree to be bound by the terms of the Consent Order, you must **RETURN THE COMPLETED SIGNATURE PAGE (page 25 of the Consent Order) WITHIN THIRTY (30) DAYS FROM THE DATE OF THIS LETTER, TO:**

EPA Region 5 Records Ctr.

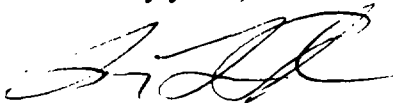


257831

Larry L. Johnson
Associate Regional Counsel
U.S. Environmental Protection Agency
77 West Jackson Boulevard (C-14J)
Chicago, Illinois 60604-3590

After the signature pages from the *de minimis* PRPs are collected, U.S. EPA will submit the Consent Order to the Department of Justice for its written approval. If the Department of Justice approves of the Consent Order, notice of the settlement will be published in the Federal Register and a thirty day public comment period will ensue. If, after the expiration of the public comment period, no modifications to the Consent Order are necessary, U.S. EPA will issue written notice to the signatories of the effectiveness of the Consent order. **PAYMENT MUST BE MADE WITHIN THIRTY DAYS AFTER THE ISSUANCE OF THE NOTICE OF THE EFFECTIVENESS OF THE CONSENT ORDER.** The appropriate settlement amount is indicated in Appendix A to the Consent Order and should be made in accordance with Section VII., Paragraphs 17 and 18 of the Consent Order.

Sincerely yours,

A handwritten signature in black ink, appearing to be "L. Johnson", written in a cursive style.

Larry L. Johnson
Associate Regional Counsel

bcc: Brad Bradley, SFD
Sheri Bianchin, SFD
Venessa Mbugo, SFD
Larry Johnson, ORC
Steve Willey, DOJ (by Federal Express)
Robert Darnell, DOJ
Jon Lipshultz, DOJ
Gary Worthman, OECA

ATTACHMENT ONE

A. Edelstein & Sons

C/o Shane A. Farolino, Esq.
Roetzel & Andrews
222 South Main Street
Akron, OH 44308

A. Tenenbaum

4500 Bethany Road
North Little Rock, AR 72117

A.O. Smith Corporation

C/o Mr. Kenneth L. Anselment, Jr.
P.O. Box 245009
Milwaukee, WI 53224-9509

Aaron Ferer & Sons Company

P.O. Box 6478
Church Street
New York, NY 10019

Acme Iron & Metal Co.

P.O. Box 583
100 South Aycock Street
Carrollton, GA 30117

Acro Sales & Engineering Inc.

N57W13366 Carmen Ave.
Menomonee Falls, WI 53051

Albin Co.

18610 East 37th Triangle Ste. 2
Independence, MO 64057

Allied Metal Company

2059 South Canal Street
Chicago, IL 60616-1515

American National Can Company
Dbx Rexam Beverage Can Company
C/o Frank Brown, Esq
President and General Counsel
REXAM, Inc.
4201 Congress Street
Charlotte, NC 28209

Ashley Salvage
4918 Roosevelt Ave.
San Antonio, TX 78214-3296

Baker Iron & Metal
P.O. Box 11040
715-721 W. Limestone
Lexington, KY 40511

Barter Machinery & Supply Company
C/o James L. Kurtz-Phelan, Esq.
Berenbaum, Weinshink & Eason, P.C.
370 17th Street
Republic Plaza - Ste 2600
Denver, CO 80202-5626

Bateo, Inc.
2143 Barton Hills Dr.
Austin, TX 78704-4659

Battery Headquarters
122 North Lewis Ave.
Tulsa, OK 74110-5347

Battery Salvage
1966 Bluff Road
Indianapolis, IN 46225

Bell City Battery Company
C/o J.L. Miller, Agent
915 South Charles
Belleville, IL 62220

Belson Scrap and Steel
1685 N. State Route 50
Bourbonnais, IL 60914-9303

Bill's Auto Parts

C/o Mr. William Garey
471 S. Capital Avenue
Corydon, IN 47112

Billiton Metals, Inc.

C/o Prentice-Hall Corp.
251 E. Ohio St., Suite 500
Indianapolis, IN 46204

Bob Keller Batteries Warehouse

C/o Cathleen S. Bumb, Esq.
Mickes, Tueth, Cooper, et.al.
425 S. Woods Mill Road - Ste. 300
St. Louis, MO 63017

Bomgard Supply

P.O. Box 3268
4th & Water Streets
Sioux City, IA 51102

CBC, Inc.

C/o P. Hehring
Grubner Carton Douglas
321 N. Clark St. #3100
Chicago, IL 60610-4795

C. & D. Battery dba/ C&D Charter Power

C/o Allied Signal, Inc.
101 Columbia Road
Morristown, NJ 07962

C.L. Downey Company

C/o Eugene P. Schmettgers, Jr., Esq.
Greensfelder, Hemker & Gale, P.C.
2000 Equitable Building
10 South Broadway
St. Louis, MO 63105-1914

CNC Industries, Inc.

C/o Leon Zelechowski
20 N. Clark St., #1705
Chicago, IL 60602

Calvert's Scrap Yard, Inc.
C/o Cullen Cline
Cline & Dykhouse, L.L.C.
806 Locust Street
Columbia, MO 65201

Cash's Scrap Metal & Iron
C/o Jay E. Sushelsky, Esq.
Descher & Sushelsky
231 South Bemiston Ave. - Ste. 1111
St. Louis, MO 63105-1914

Cedartown Industries
C/o Andrews & Kurth
1701 NW Pennsylvania
Washington, DC 20006

Cerro Copper & Brass Company
3000 Mississippi Ave.
East St. Louis, IL 62206-1057

Charles W. Johnson
503 N. Sangamon
Lincoln, IL 62656

Chrysler Corporation (Daimler-Chrysler Corporation)
Mr. J. O'Brien, Counsel
1100 Chrysler Drive
Auburn Hills, MI 48326

Comfort Printing and Stationery Co.
1611 Locust Street
St. Louis, MO 63106

Commercial Metals Company
C/o James Oubuchon
P.O. Box 1046
Dallas, TX 75221

Delhi Battery & Supply Co., Inc.
C/o Hermann H. Eisele, Esq.
Weiss & Associates
1015 Locust St., Ste. 400
St. Louis, MO 63101-1333

Douglas Battery Manufacturing Company
105 West 26th Avenue
Kansas City, MO 64116-3060

Duggan Industries, Inc.
C/o Walter D. James III, Esq.
901 Main Street - Ste. 4300
Dallas, TX 75202-3794

Dumes, Inc.
1640 N. Sixth St.
Vincennes, IN 47591-3430

Elden R. Erikson & Sons, Inc.
5383 Swanson Road
Roscoe, IL 61073

Electro Battery Manufacturing Co.
12201 Dorsette Road
Maryland Heights, MO 63043

Farmland Industries
P.O. Box 7305
3315 N. Oak Trailway
Kansas City, MO 64116

Fisher Steel & Supply Co.
259 Ottawa Street
Muskegon, MI 49442-1008

Fleenor Battery Wholesale Inc.
1615 Wyoming
Kansas City, MO 64116

Ft. Dodge Iron & Metal Co.
116 Central Avenue
Ft. Dodge, IA 50501

GSA-General Services Administration
C/o Carl Smith
Real Estate Sales Field Office
230 South Dearborn Street #3316
Chicago, IL 60604

GT Metals

C/o Robert K. Higa, Agent
6133 Wooster Avenue
Los Angeles, CA 90056

Gachman Metals Company

C/o Mr. Clark B. Will, P.C.
Quilling, Selander, Cummiskey & Lownds
2001 Bryan St., Ste 1800
Dallas, TX 75201

Galaxy Metals

200 East 57th St., #20M
New York, NY 10022

Glosser Metal Company

P.O. Box 114
Hidalgo, IL 62432

Herman Strauss, Inc.

C/o Gilbert C. Ullom, Jr.
P.O. Box 6543
Wheeling, WV 26003

Highland Park Waste Material

1466 Berkeley Road
Highland Park, IL 60045

Houston Salvage

1355 West Highway 17
Houston, TX 65483

I.C.M.S.

9007 First Street
Baroda, MO 49191

Imperial Smelting Corporation

C/o Richard Cosby, Atty.
Cosby & Bell
77 W. Washington St., Ste. 512
Chicago, IL 60602

Industrial Electrical Equipment Co.

C/o Mr. Charles Schoene, Opns Mgr
926 South Preston Street
Louisville, KY 40203

Interstate Battery Systems of America

C/o Walter C. Holmes III, Esq., General Counsel
12770 Merit Drive, Ste. 400
Dallas, TX 75251

Intra-American Metals

3665 N. Washington Blvd.
Indianapolis, IN 46205

J. Solomon & Sons

C/o Gross, Schuman
465 Main St., Suite 600
Buffalo, NY 14202

J. Trockman & Sons

C/o David Trockman, Pres.
1017 Bayse
Evansville, IN 47714

J.C. Penny

Chas. R. Lotter, Counsel
6501 Legacy Drive
Plano, TX 75024-3698

K.W. Battery

4720 LaGuardia Drive
St. Louis, MO 63134

Kamen Iron & Metal Company

C/o Sheldon Kamen, Pres.
Kamen, Inc.
800 East 21st Street, N.
Wichita, KS 67214-1326

Kansas City Battery Company

3824 E. Truman Road
Kansas City, MO 64127-2232

Kavanaugh Salvage
P.O. Box 67
Hamilton, MO 64644

Kennecott Refining Corporation
Dba Cox Creek
Semmes, Bower & Semmes
250 West Pratt Street
Baltimore, MD 21201

Kiewit Construction Corporation
639 Atlantic St.
Stamford, CT 0902-6849

06902-6849

L. Kahn & Sons
C/o Blake Linder, Esq.
Knuppel & Lindner
124 West Market Street
Havana, IL 62644

Pequea Battery Company
C/o S. Goodley
Blalinger, Byler & Thomas PC
28 Penn Square
Lancaster, PA 17603

Larry Goad Company
260 Old State Street Road
Ellisville, MO 63011

Lefton Iron & Metal
205 South 17th Street
East St. Louis, MO 62202

Lewis Salvage Co., Inc.
Tom Lewis, Agent
Route #1, Box 1928
Cadet, MO 63630

Lopez Scrap Metal, Inc.
C/o Isidro Lopez, Jr.
351 Nevarez Road
El Paso, TX 79927

Luria Brothers & Co.
P.O. Box 2857
Chesterton, IN 46304

M. Gervich & Sons, Inc.
C/o Mr. Sam Gervich
901 E. Nevada St.
P.O. Box 67
Marshalltown, IL 50158

M.. Katch
503 S.E. Branner St.
Topeka, KS 66607

Mac Glashen Enterprises
1641 South Sinclair
Anaheim, CA 92806

Mc Graw Edison Company
D.B. Williams, Pres.
600 Travis, Ste 5800
Houston, TX 77002

McKinley Iron, Inc.
C/o Daniel J. Shapiro
34 Goodwin Lane
St. Louis, MO 63124-1571

Mallin Brothers Company
3211 Gardner Avenue
Kansas City, MO 64120-1886

Marco Steel Supply
C/o D. Slack
Thomas, Mamer & Haughey
30 Main Street, 5th floor
Champaign, IL 61820-3629

Mardians, Inc.
C/o Paul Mardian
P.O. Box 1946
Aberdeen, SD 57402-1946

Martin Brothers Mill & Foundry Supply
289 Hinkley Street
Benton Harbor, MI 49022

Max Schwartzman & Sons, Inc.
2905 North Ferry
Anoka, MN 55303

Metal Recycling Corporation
P.O. Box 628
Little Rock, AR 72203

Metro Metals Recyclers
C/o Mr. Barrow L. Finer
6149 Olive Blvd.
St. Louis, MO 63130

Midwest Industrial Metals
C/o Mr. Richard Lissner
1111 North Cherry Street
Chicago, IL 60622

Midwest Iron & Metal Co.
6760 North Industrial Road
Milwaukee, WI 53223

Mike Asfoor & Sons, Inc.
C/o Wayne L. Asfoor, Esq.
3400 Harron Court
La Crosse, WI 54603

Miller Compressing Company
C/o Mr. Joseph R. Kovacich
P.O. Box 369
Milwaukee, WI 53201

Milwaukee Scrap Metal Co.
C/o Mr. Martin R. Stein
9001 North 76th Street, Ste. 310
Milwaukee, WI 53223-1911

Modine Manufacturing Company
C/o Mr. Thomas E. Meitner, Mgr
Environmental Engineering
1500 DeKoven Avenue
Racine, WI 53403-2552

Morris Tick Co. Inc.
C/o Todd R. Wiener
McDermott, Will & Emery
227 West Monroe Street
Chicago, IL 60606-5096

Norm's Metal Company
739 West Oak
Louisville, KY 40203

Northbrook Sports Club
P.O. Box 766
N. Allegheny Road
Grayslake, IL 32250

Northwestern Bell Telephone dba U.S. West, Inc.
1801 California
Suite 5200
Denver, CO 80202

O'Dell Iron & Metal Company
100 State Street
Madison, WI 62060

Ohio New & Rebuilt
C/o M. Booher, Mel's Battery, Inc.
1715 Edna Drive
Lima, Ohio 45807

Okon Iron & Metal Company
P.O. Box 15724
4801 South Lamar
Dallas, TX 75215

Old Ironsides, Inc.
1020 Highway 67 West
Campbellsport, IA 53010

Olin Corporation
C/o Tracy Perkins
Husch & Eppenberger, LLC
100 North Broadway, Ste. 1300
St. Louis, MO 63102

Otto Lerche Firestone
415 Hillsboro
Farmington, MO 63640

Overland Metals, Inc.
8510 Lockland Road
Overland, MO 63114-5195

Pet, Inc.
C/o Mr. Gary P. Gengel
Oppenheimer, Wolff & Donnelly
Plaza VII
45 South Seventh Street, Ste. 3300
Minneapolis, MN 55402

Pielet Brothers Scrap Iron & Metal
C/o M. Kent Newton, Esq.
One Indiana Square, Ste. 2800
Indianapolis, IN 46204

Plough, Inc.
3022 Jackson
Memphis, TN 38151

Pollack, (D.) & Sons
740 N. Oakley
Chicago, IL 60612

Prather, Jerry
1401 South Locust
Centralia, IL 62801

Redfield Iron & Metal
Db a Mo J.-Constance Green Co.
903 West 4th Street
Redfield, SD 57469

Reeves Scrap Metal
8033 Old Jacksonville Hwy
North Little Rock, AR 72117

Reliance Battery Company
2204 South 8th Street
Council Bluffs, IA 51501

Rich Battery & Metal Company
C/o Mr. Rich Porter
P.O. Box 3460
Rock Island, IL 61204-3460

Rodick, Harold
Route 2
Eldorado Springs, MO 64744

Rosen Metals, Inc.
P.O. Box 121
Baldwin, WI 54002

Rosenman, Eli
P.O. Box 1002
902 East Main Street
Ottumwa, IA 52501

Roth Brothers
C/o Andrews & Kurth, Rm. 200
1701 Pennsylvania Ave., NW
Washington, D.C. 20006

Specifying

Ruben Metal Co., Inc.
101 Berman Avenue
St. Louis, MO 63147

Sadoff Iron & Metal
1901 Lineville Road
Green Bay, WI 54313-8827

St. Louis Law Printing Company
14239 Manchester Road
Ballwin, MO 63011

Salvage Battery & Lead Co.
C/o John M. Van Lieshout, Esq.
Reinhart, Boerner, Van Deusen, et.al.
1000 North Main St.
P.O. Box 514000
Milwaukee, WI 53203-3400

Sam Allen & Son, Inc.
C/o Stuart Allen, Agent
6655 Knollwood Circle E.
West Bloomfield, MI 48322

School of the Ozarks
Point Lookout, MO 65726

Schupan & Sons, Inc.
2619 Miller Road
Kalamazoo, MI 49001-4238

Schuster Metals, Inc.
C/o Mr. Jeffrey Schuster
2206 North 30th Street
Milwaukee, WI 53208

Senser Metal Company
C/o Mr. Matthew Yackshaw
Day, Ketterer
Millennium Centre Ste. 300
200 Market Avenue, North
P.O. Box 24213
Canton, OH 44701-4213

Shapiro Brothers
C/o Mr. Harry Shapiro
9th & Delmar Sts.
P.O. Box 759
Festus, MO 63028

Shell Mineral Production
C/o Prentice-Hall Corp.
251 E. Ohio St., Suite 500
Indianapolis, IN 46204

Sioux City Compressed Steel
P.O. Box 3262
Sioux City, IA 51102

Slesnick Iron & Metal
C/o Stanley Slesnick
927 Warner
S.E. Canton, OH 44707

Sol Alman Co., Inc.
C/o K. Flynn of Ross & Stevens
1st Wisconsin Plaza
Box 2599
Madison, WI 53701

Southwestern Bell Telephone Company
John F. Medler, Jr., Esq.
One Bell Center
Room 3558
St. Louis, MO 63101

Standard Lead Co., Inc.
C/o John P. Gonway, Agent
185 Oakland Ave. Ste. 300
Birmingham, MI 48009

Standard Storage Battery Company
C/o M. Thompson of Mixon Inc.
2286 Capp Road
St. Paul, MN 55114

Stanford Linear Accelerator
C/o Department of Energy
John Cummins & Janice Parenti
Office of Chief Counsel
1333 Broadway
Oakland CA 94612

Stewart-Warner Corp.
George Bagnell, Pres.
33 Commercial St.
Foxboro, MA 02035

Superior Companies, Inc.
1610 N. Calhoun Street
Ft. Wayne, IN 46808

Sure-Start Battery
6767 St. Charles Rock Rd.
St. Louis, MO 63133

Thermal Corporation
P.O. Box 40445
Houston, TX 77040

Triangle Metallurgical, Inc.
C/o Robert Palka
2720 Missouri Ave Box 45
Granite City, IL ~~40221~~ 62040

Tri-City Scrap Company
P.O. Box 21199
Louisville, KY 40221

URPS Metal Company
Twin Branch Road
Davy, WV 24828-9128

U.S. Department of Justice
C/o Jon Lipshultz
Environmental Defense Section
Environment and Natural Resources Division
P.O. Box 23986
Washington DC, 20026-3986

Unicor Federal Prison Industries, Inc.
1101 John A. Denic Road
Memphis, TN 38134-7630

Union Compressed Steel

United Scrap Lead Company, Inc.
C/o Charles Z. Bailen
3301 Philadelphia Drive
Dayton, OH 45402

University of Illinois at Urbana
Mr. James Stukel, Pres.
506 South Wright Street
Urbana, IL 61801-3620

V.H. Holmes & Sons
752 Big Creek Road
Richlands, VA 24641

Vivo Iron & Metal
636-646 Wilson
Youngstown, IA 44506

Wallach Iron & Metal Company
6670 St. Charles Rock Road
St. Louis, MO 63133-2117

West End Hide & Fur
C/o Jungroth MacKenzie
404 Second Ave., SE
Jamestown, ND 58402-1836

West End Iron & Metal Company
C/o Bay Side Recycling
P.O. Box 16185
Duluth, MN 55816

Western Auto
Dba Advance Holding Corporation
C/o Mr. Jimmie L. Wade
5673 Airport Road
Roanoke, Virginia 24012

Western Gun & Supply
C/o Stephen D. Hornady
State Spur 430, Box 2048
Grand Island, NE 68801

Wicks Organ Company
P.O. Box 129
1100 Fifth Street
Highland, IL 62249

William Lans Company
C/o Mr. Bertram Lans
201 High Ridge Road
Stamford, CT 06905

Willoughby Iron & Waste Materials Co.
C/o Mr. David B. Graham, Esq.
Baker and Hostetler L.L.P.
3200 National City Center
1900 East 9th Street
Cleveland, OH 44114-3485

World Metal Buyers
1345 West Lark
Industrial Court
Fenton, MO 63025

Young Radiator Company
C/o Mr. Todd R. Shingleton, Corporate Manager
Safety & Environment
Wabtec Corporation
1001 Air Brake Avenue
Wilmerding, PA 15148

**CERCLA SECTION 122(g) (4) DE MINIMIS CONTRIBUTOR
ADMINISTRATIVE ORDER ON CONSENT**

TABLE OF CONTENTS

I.	<u>JURISDICTION</u>	1
II.	<u>STATEMENT OF PURPOSE</u>	2
III.	<u>DEFINITIONS</u>	3
IV.	<u>STATEMENT OF FACTS</u>	6
V.	<u>DETERMINATIONS</u>	9
VI.	<u>ORDER</u>	10
VII.	<u>PAYMENT</u>	10
VIII.	<u>FAILURE TO MAKE PAYMENT</u>	13
IX.	<u>CERTIFICATION OF RESPONDENT AND SETTLING FEDERAL AGENCIES</u>	14
X.	<u>COVENANT NOT TO SUE BY UNITED STATES</u>	15
XI.	<u>RESERVATIONS OF RIGHTS BY UNITED STATES</u>	17
XII.	<u>COVENANT NOT TO SUE BY RESPONDENTS AND SETTLING FEDERAL AGENCIES</u>	19
XIII.	<u>EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION</u>	20
XIV.	<u>PARTIES BOUND</u>	21
XV.	<u>INTEGRATION/APPENDICES</u>	22
XVI.	<u>PUBLIC COMMENT</u>	22
XVII.	<u>ATTORNEY GENERAL APPROVAL</u>	23
XVIII.	<u>EFFECTIVE DATE</u>	23

**CERCLA SECTION 122(g)(4) DE MINIMIS CONTRIBUTOR
ADMINISTRATIVE ORDER ON CONSENT**

IN THE MATTER OF:)	
)	U.S. EPA Docket No. _____
NL INDUSTRIES (TARACORP))	
SUPERFUND SITE)	
GRANITE CITY, MADISON)	
AND VENICE, ILLINOIS)	
)	
Proceeding under Section 122(g)(4))	
of the Comprehensive Environmental)	ADMINISTRATIVE ORDER
Response, Compensation, and)	ON CONSENT
Liability Act of 1980, as amended,)	
42 U.S.C. 9622(g)(4))	

I. JURISDICTION

1. This Administrative Order on Consent is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Section 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("U.S. EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the Regional Administrators of the U.S. EPA by U.S. EPA Delegation No. 14-14-E.

2. This Administrative Order on Consent is issued to the

**NL Industries (Taracorp) Superfund Site
De Minimis Consent Order**

persons, corporations, agencies, or other entities identified in Appendix A ("Respondents") and Appendix B ("Settling Federal Agencies"). Each Respondent and Settling Federal Agency agrees to undertake all actions required of it by this Consent Order. Each Respondent and Settling Federal Agency further consents to and will not contest U.S. EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

3. U.S. EPA, Respondents, and Settling Federal Agencies (the "Parties") agree that the actions undertaken by Respondents and Settling Federal Agencies in accordance with this Consent Order do not constitute an admission of any liability by any Respondent or Settling Federal Agency. Respondents and Settling Federal Agencies do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Consent Order, the validity of the Statement of Facts or Determinations contained in Sections IV and V, respectively, of this Consent Order.

II. STATEMENT OF PURPOSE

4. By entering into this Consent Order, the mutual objectives of the Parties are:

a. to reach a final settlement among the Parties with respect to the Site pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 6922(g), that allows Respondents and Settling Federal

**NL Industries(Taracorp) Superfund Site
De Minimis Consent Order**

Agencies to make a cash payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, for injunctive relief with regard to the Site and for response costs incurred and to be incurred at or in connection with the Site, thereby reducing litigation relating to the Site;

b. to simplify any remaining administrative and judicial enforcement activities concerning the Site by eliminating a substantial number of potentially responsible parties from further involvement at the Site; and

c. to obtain settlement with Respondents and Settling Federal Agencies for their fair share of response costs incurred and to be incurred at or in connection with the Site by the U.S. EPA Hazardous Substance Superfund, and by private parties, to provide for full and complete contribution protection for Respondents and Settling Federal Agencies with regard to the Site pursuant to Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5).

III. DEFINITIONS

5. Unless otherwise expressly provided herein, terms used in this Consent Order that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the

**NL Industries (Taracorp) Superfund Site
De Minimis Consent Order**

terms listed below are used in this Consent Order, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq;

b. "Consent Order" or "Order" shall mean this Administrative Order on Consent and all appendices attached hereto. In the event of conflict between this Order and any appendix, the Order shall control;

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Order, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day;

d. "EPA" or "U.S. EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities;

e. "EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507;

f. "Interest" shall mean interest at the current rate specified for interest on investments of the U.S. EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C.

**NL Industries(Taracorp) Superfund Site
De Minimis Consent Order**

§ 9607(a);

g. "Paragraph" shall mean a portion of this Consent Order identified by an arabic numeral;

h. "Parties" shall mean U.S. EPA and the Respondents;

i. "Respondents" shall mean those persons, corporations, or other entities listed in Appendix A;

j. "Response costs" shall mean all costs of "response" as that term is defined by Section 101(25) of CERCLA, 42 U.S.C.

§ 9601(25);

k. "Section" shall mean a portion of this Consent Order identified by a roman numeral;

l. "Settling Federal Agencies" shall mean those departments, agencies, and instrumentalities of the United States identified in Appendix B which are resolving claims which have been or could be asserted against them with regard to this Site;

m. "Site" shall mean the NL Industries(Taracorp) Superfund Site located in Granite City, Madison, and Venice, Illinois, as depicted in Appendix C of this Order, and additional residential areas where lead has come to be located in concentrations greater than 500 parts per million as a result of smelting operations conducted at the former lead smelter located at 16th Street and Cleveland Boulevard, Granite City, Illinois, as identified in the remedial design. The Site includes the

**NL Industries(Taracorp) Superfund Site
De Minimis Consent Order**

property, not including any buildings, currently owned or operated by Metallico, Inc. located at 16th Street and Cleveland Boulevard, Granite City, Illinois; properties, not including buildings, adjacent to the Metallico property, currently owned or operated by the First Granite City National Bank Trust No. 454 (now known as the Magna Trust Company), Rich Oil Company, and BV&G Transport Company (formerly Tri-City Trucking); approximately 100 square blocks of residential property as depicted in Appendix C; and certain fill locations in Granite City, Madison, and Venice, Illinois and adjacent areas, as depicted in Appendix C;

n. "United States" shall mean the United States of America, including all of its departments, agencies, and instrumentalities, which includes without limitation U.S. EPA, the Settling Federal Agencies and any federal natural resources trustee.

IV. STATEMENT OF FACTS

6. The NL Industries(Taracorp) Superfund Site is located in Granite City, Madison and Venice Illinois. National Lead, Inc., and for a short time Taracorp, owned and operated a lead smelter which incorporated spent lead-acid batteries in its smelting operations. Smelter operations caused lead particulates to be released to the air and deposited generally in nearby areas in

**NL Industries (Taracorp) Superfund Site
De Minimis Consent Order**

concentrations which present an imminent and substantial endangerment to human health. In addition, lead-contaminated battery casing chips from the smelter facility were used as fill and paving materials in various residential areas within the Site. The Site was placed on the NPL on June 10, 1986. 51 Fed. Reg. 21054. Remedial action has been performed in the past by U.S. EPA and is being conducted presently by a group of PRPs. Response actions include removal of lead located in residential areas, removal of battery chips that had been used for fill in residential areas, and capping a waste pile.

7. Hazardous substances have been or are threatened to be released at or from the Site.

8. As a result of the release or threatened release of hazardous substances, U.S. EPA and PRPs have undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future. These response actions include, without limitation, residential soil lead removal, remediation of various battery fill areas, and capping a waste pile.

9. In performing these response actions, U.S. EPA has incurred and will continue to incur response costs at or in connection with the Site.

10. Each Respondent listed in Appendix A or Settling

NL Industries (Taracorp) Superfund Site
De Minimis Consent Order

Federal Agency listed in Appendix B arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of a hazardous substance owned or possessed by such Respondent or Settling Federal Agency, or by any other person or entity, at the Site, or accepted a hazardous substance for transport to the Site which was selected by such Respondent or Settling Federal Agency.

11. The amount of hazardous substances contributed to the Site by each Respondent and Settling Federal Agency does not exceed 1% of the hazardous substances at the Site, and the hazardous substances contributed by each Respondent and Settling Federal Agency to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site.

12. U.S. EPA estimates that the total response costs incurred and to be incurred at or in connection with the Site by the U.S. EPA Hazardous Substance Superfund and by private parties is approximately \$65 million. The payment required to be made by each Respondent or Settling Federal Agency pursuant to this Consent Order is a minor portion of this total amount. U.S. EPA has identified persons other than the Respondents and Settling Federal Agencies who owned or operated the Site, or who arranged for disposal or treatment, or arranged with a transporter for

**NL Industries(Taracorp) Superfund Site
De Minimis Consent Order**

disposal or treatment, of hazardous substances owned or possessed by such persons at the Site, or who accepted hazardous substances for transport to the Site. U.S. EPA has considered the nature of its case against these non-settling parties in evaluating the settlement embodied in this Consent Order.

V. DETERMINATIONS

13. Based upon the Statement of Facts set forth above and on the administrative record for this Site, U.S. EPA has determined that:

a. The NL Industries(Taracorp) Superfund Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9);

b. Each Respondent and Settling Federal Agency is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21);

c. Each Respondent and Settling Federal Agency is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1);

d. There has been an actual or threatened "release" of a "hazardous substance" from the Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. § 9601(22) and (14);

e. The actual or threatened "release" caused the

**NL Industries(Taracorp) Superfund Site
De Minimis Consent Order**

incurrence of response costs;

f. Prompt settlement with each Respondent and Settling Federal Agency is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1);

g. As to each Respondent or Settling Federal Agency, this Consent Order involves only a minor portion of the response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1);

h. The amount of hazardous substances contributed to the Site by each Respondent or Settling Federal Agency and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent or Settling Federal Agency are minimal in comparison to other hazardous substances at the Site within the meaning of Section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

VI. ORDER

14. Based upon the administrative record for the Site and the Statement of Facts and Determinations set forth above, and in consideration of the promises and covenants set forth herein, the following is hereby AGREED TO AND ORDERED:

VII. PAYMENT

15. Within 30 days of the effective date of this Consent

**NL Industries (Taracorp) Superfund Site
De Minimis Consent Order**

Order, each Respondent shall pay to the U.S. EPA Hazardous Substance Superfund the amount set forth in Appendix A to this Consent Order.

15.1. As soon as reasonably practicable after the effective date of this Consent Order, and consistent with Subparagraph 15.1(ii), the United States, on behalf of the Settling Federal Agencies, shall pay to the U.S. EPA Hazardous Substance Superfund the amount set forth in Appendix B for each Settling Federal Agency. If the payment to the U.S. EPA Hazardous Substances Superfund required by this paragraph is not made as soon as reasonably practicable, the appropriate U.S. EPA Regional Branch Chief may raise any issues relating to payment to the appropriate DOJ Assistant Section Chief for the Environmental Defense Section. In any event, if this payment is not made within 120 days after the effective date of this Consent Order, U.S. EPA and DOJ have agreed to resolve the issue within 30 days.

16. Each Respondent and Settling Federal Agency's payment includes an amount for:

- a. past response costs incurred at or in connection with the Site;
- b. projected future response costs to be incurred at or in connection with the Site; and
- c. a premium to cover the risks and uncertainties

**NL Industries(Taracorp) Superfund Site
De Minimis Consent Order**

associated with this settlement, including but not limited to, the risk that total response costs incurred or to be incurred at or in connection with the Site by the U.S. EPA Hazardous Substance Superfund, or by any private party, will exceed the estimated total response costs upon which Respondents' and Settling Federal Agencies' payments are based.

17. Each payment by Respondents shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the name and address of the party making payment, the Site name (NL Industries (Taracorp)), the U.S. EPA Region (Region 5), the Site Spill ID Number (05W8), and the U.S. EPA docket number for this action, and shall be sent to:

U.S. EPA Superfund, NL Industries(Taracorp) Site
Special Account
U.S. Environmental Protection Agency - Region 5
Program Accounting and Analysis Branch
P.O. Box 70753
Chicago, IL 60673

18. At the time of payment, each Respondent and Settling Federal Agency shall send notice that payment has been made to:

Larry L. Johnson
U.S. EPA, Region 5
Office of Regional Counsel
77 West Jackson Boulevard, C-14J
Chicago IL 60604

Of the total amount to be paid pursuant to this Consent Order,

**NL Industries(Taracorp) Superfund Site
De Minimis Consent Order**

100% shall be deposited in the NL Industries(Taracorp) Site Special Account within the EPA Hazardous Substances Superfund to be retained and used to conduct or finance the response action at or in connection with the Site. Any balance remaining in the NL Industries(Taracorp) Special Account shall be transferred by U.S. EPA to the U.S. EPA Hazardous Substance Superfund.

VIII. FAILURE TO MAKE PAYMENT

19. If any Respondent fails to make full payment within the time required by Paragraph 15, that Respondent shall pay interest on the unpaid balance. In addition, if a Respondent fails to make full payment as required by Paragraph 15, the United States may, in addition to any other available remedies or sanctions, bring an action against that Respondent seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(1) of CERCLA, 42 U.S.C. § 9622(1), for failure to make timely payment.

20. In the event that payments required by Paragraph 15.1 are not made within 30 days of the effective date of this Consent Order, interest on the unpaid balance shall be paid at the rate established pursuant to section 107(a) of CERCLA, 42 U.S.C. § 9607(a), commencing on the effective date of this Consent Order and accruing through the date of the payment. The Parties to this Consent Order recognize and acknowledge that the payment

**NL Industries (Taracorp) Superfund Site
De Minimis Consent Order**

obligations of the Settling Federal Agencies under this Consent Order can only be paid from appropriated funds legally available for such purpose. Nothing in this Consent Order shall be interpreted or construed as a commitment or requirement that any Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

IX. CERTIFICATION OF RESPONDENTS AND SETTLING FEDERAL AGENCIES

21. By signing this Consent Order, each Respondent certifies, individually, that, to the best of its knowledge and belief, it has:

a. conducted a thorough, comprehensive, good faith search for documents, and has fully and accurately disclosed to U.S. EPA all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation, or control of the Site, or to the ownership, possession, generation, treatment, transportation, storage or disposal of a hazardous substance, pollutant, or contaminant at or in connection with the Site;

b. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the

**NL Industries (Taracorp) Superfund Site
De Minimis Consent Order**

Site after notification of potential liability or the filing of a suit against it regarding the Site; and

c. fully complied with any and all U.S. EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6927.

21.1. The United States acknowledges that each Settling Federal Agency (1) is subject to all applicable Federal record retention laws, regulations, and policies; and (2) has certified that it has fully complied with any and all U.S. EPA requests for information pursuant to Section 104(e) and 122(e) of CERCLA, 42 U.S.C. 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. 6927.

X. COVENANTS BY UNITED STATES

22. In consideration of the payments that will be made by Respondents under the terms of this Consent Order, and except as specifically provided in Section XI (Reservations of Rights by United States), the United States covenants not to sue or take administrative action against any of the Respondents pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, and Section 7003 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6973, relating to the Site. With respect to present and

**NL Industries(Taracorp) Superfund Site
De Minimis Consent Order**

future liability, this covenant not to sue shall take effect for each Respondent upon receipt of that Respondent's payment as required by Section VII. With respect to each Respondent, individually, this covenant not to sue is conditioned upon:

a. the satisfactory performance by Respondent of all obligations under this Consent Order; and

b. the veracity of the information provided to U.S. EPA by Respondent relating to Respondent's involvement with the Site. This covenant not to sue extends only to Respondents and their successors in interest, and does not extend to any other person.

22.1. In consideration of the payments that will be made by the Settling Federal Agencies under the terms of this Consent Order, and except as specifically provided in Section XI (Reservations of Rights by United States), the United States covenants not to take administrative action against any of the Settling Federal Agencies pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, and Section 7003 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6973, relating to the Site. With respect to present and future liability, this covenant shall take effect for each Settling Federal Agency upon receipt of that Settling Federal Agency's payment as required by Section VII. With respect to each Settling Federal Agency individually, this covenant is

**NL Industries (Taracorp) Superfund Site
De Minimis Consent Order**

conditioned upon:

a. the satisfactory performance by the Settling Federal Agency of all obligations under this Consent Order; and

b. the veracity of the information provided to U.S. EPA by the Settling Federal Agency relating to Federal Agency Respondent's involvement with the Site. This covenant extends only to Settling Federal Agencies and their successors in interest, and does not extend to any other person.

XI. RESERVATIONS OF RIGHTS BY UNITED STATES

23. If it is ever shown that a Respondent or Settling Federal Agency made a false certification under Paragraph 21 or 21.1 above, the covenants set forth above shall be null and void as to that Respondent or Settling Federal Agency, and the violator may be subject to proceedings under 42 U.S.C. Title 18. The covenants set forth above do not pertain to any matters other than those expressly specified in Paragraphs 22 and 22.1 above. The United States reserves, and this Consent Order is without prejudice to, all rights against Respondents, and U.S. EPA and the federal natural resources trustees reserve, and this Consent Order is without prejudice to, all rights against the Settling Federal Agencies, with respect to all other matters including, but not limited to:

a. liability for failure to meet a requirement of this

**NL Industries(Taracorp) Superfund Site
De Minimis Consent Order**

Consent Order;

b. criminal liability;

c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; or

d. liability arising from any future arrangement for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site after the Effective date of this Consent Order.

24. Notwithstanding any other provision in this Consent Order, the United States reserves, and this Consent Order is without prejudice to, the right to institute judicial proceedings against any Respondent, or administrative proceedings against any Respondent or Settling Federal Agency, seeking to compel that Respondent or Settling Federal Agency to perform response actions relating to the Site, or to reimburse the United States for additional costs of response, if information is discovered which indicates that such Respondent or Settling Federal Agency contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that such Respondent or Settling Federal Agency no longer qualifies as a *de minimis* party at the Site because such Respondent or Settling Federal Agency contributed greater than 1% of the

**NL Industries (Taracorp) Superfund Site
De Minimis Consent Order**

hazardous substances at the Site, or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

XII. COVENANTS BY RESPONDENTS AND SETTLING FEDERAL AGENCIES

25. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Consent Order including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of response activities at the Site; and

c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

25.1. Settling Federal Agencies hereby agree not to assert any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections

**NL Industries(Taracorp) Superfund Site
De Minimis Consent Order**

106(b)(2), 107, 111, 112, 113 or any other provision of law with respect to the Site or this Consent Order. This covenant does not preclude demand for reimbursement from the Superfund of costs incurred by a Settling Federal Agency in the performance of its duties (other than pursuant to this Consent Order) as lead or support agency under the National Contingency Plan (40 CFR Part 300).

26. Nothing in this Consent Order shall be deemed to constitute preauthorization or approval of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 CFR 300.700(d).

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

27. Nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Order. The United States and Respondents each reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

28. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents

**NL Industries (Taracorp) Superfund Site
De Minimis Consent Order**

shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenant not to sue included in Paragraph 22.

29. The Parties agree that each Respondent and Settling Federal Agency is entitled, as of the Effective date of this Consent Order, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), for "matters addressed" in this Consent Order. The "matters addressed" in this Consent Order are all response actions taken by the United States and by private parties, and all response costs incurred and to be incurred by the United States and by private parties, at or in connection with the Site.

XIV. PARTIES BOUND

30. This Consent Order shall apply to and be binding upon U.S. EPA and upon Respondents and Settling Federal Agencies and their successors and assigns. Any change in ownership or corporate or other legal status of a Respondent, including but

**NL Industries(Taracorp) Superfund Site
De Minimis Consent Order**

not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities under this Consent Order. Each signatory to this Consent Order certifies that he or she is authorized to enter into the terms and conditions of this Consent Order and to execute and bind legally the party represented by him or her.

XV. INTEGRATION/APPENDICES

31. This Consent Order and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Order. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Order. The following appendices are attached to and incorporated into this Consent Order:

"Appendix A" is the list of Respondents and the payment schedule;

"Appendix B" is the list of Settling Federal Agencies and their payment schedule;

"Appendix C" is a map of the Site.

XVI. PUBLIC COMMENT

32. This Consent Order shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of

**NL Industries(Taracorp) Superfund Site
De Minimis Consent Order**

CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), U.S. EPA may withdraw or withhold its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper, or inadequate.

XVII. ATTORNEY GENERAL APPROVAL

33. The Attorney General or her designee has approved the settlement embodied in this Consent Order in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

XVIII. EFFECTIVE DATE

34. The Effective date of this Consent Order shall be the date upon which U.S. EPA issues written notice to Respondents and Settling Federal Agencies that the public comment period pursuant to Paragraph 32 has closed and that comments received, if any, do not require modification of or U.S. EPA withdrawal from this Consent Order.

**NL Industries (Taracorp) Superfund Site
De Minimis Consent Order**

IT IS SO AGREED AND ORDERED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

By: _____

Thomas V. Skinner
Regional Administrator,
Region 5

[Date]

NL Industries(Taracorp) Superfund Site
De Minimis Consent Order

THE UNDERSIGNED RESPONDENT enters into this Consent Order in the matter of **NL Industries(Taracorp) De Minimis Consent Order**, relating to the NL Industries(Taracorp) Superfund Site in Granite City, Madison and Venice, Illinois:

NAME OF RESPONDENT: _____

ADDRESS OF RESPONDENT: _____

By: _____ [Signature] _____ [Date]

```
[print name]
```

APPENDIX A

DE MINIMUS SETTLING GROUP

Rank- Order	Contributor Name	Contributions Pounds	Settling Amount	Premium Settling Amount	Settling Amount	
				20.00%		
27	Vince Jacks Iron & Metal	4,142,581.00	0.88127	\$264,381.00	\$52,876.20	\$317,257.20
28	Shostak Iron & Metal Co., Inc.	3,532,745.00	0.75154	\$225,462.00	\$45,092.40	\$270,554.40
29	Wadell Brothers Metal Company	3,318,080.00	0.70587	\$211,761.00	\$42,352.20	\$254,113.20
30	Lissner Corporation	3,201,075.00	0.68098	\$204,294.00	\$40,858.80	\$245,152.80
31	Morris Tick Co. Inc.	2,947,510.00	0.62704	\$188,112.00	\$37,622.40	\$225,734.40
32	McKinley Iron Company	2,945,237.00	0.62656	\$187,968.00	\$37,593.60	\$225,561.60
33	Central Iron & Metal Company	2,630,632.00	0.55963	\$167,889.00	\$33,577.80	\$201,466.80
34	Versatile Metals	2,524,169.00	0.53698	\$161,094.00	\$32,218.80	\$193,312.80
35	ABF Metal Company	2,484,693.00	0.52858	\$158,574.00	\$31,714.80	\$190,288.80
36	Commercial Metals Company	2,429,042.00	0.51674	\$155,022.00	\$31,004.40	\$186,026.40
37	Del Rich Battery & Metal Company	2,391,740.00	0.50881	\$152,643.00	\$30,528.60	\$183,171.60
38	Feinberg Bros.	2,361,466.00	0.50237	\$150,711.00	\$30,142.20	\$180,853.20
39	Seidenfeld & Son Iron & Metal	2,344,695.00	0.49880	\$149,640.00	\$29,928.00	\$179,568.00
40	Sol Tick & Company dba/ Herb Tick Inc.	2,269,973.00	0.48290	\$144,870.00	\$28,974.00	\$173,844.00
41	Interstate Battery Systems of America	2,252,470.00	0.47918	\$143,754.00	\$28,750.80	\$172,504.80
42	Springfield Battery Company	2,220,312.00	0.47234	\$141,702.00	\$28,340.40	\$170,042.40
43	Ford Motor Company	2,039,840.10	0.43395	\$130,185.00	\$26,037.00	\$156,222.00
44	Chanen's, Inc.	1,980,209.00	0.42128	\$126,378.00	\$25,275.60	\$151,653.60
45	Sure-Start Battery	1,959,100.00	0.41677	\$125,031.00	\$25,006.20	\$150,037.20
46	G. & M. Scrap Metal	1,863,309.00	0.39639	\$118,917.00	\$23,783.40	\$142,700.40
47	United Scrap Lead Company, Inc.	1,861,110.00	0.39592	\$118,776.00	\$23,755.20	\$142,531.20
48	Shanke Metals, Inc.	1,850,684.00	0.39371	\$118,113.00	\$23,622.60	\$141,735.60
49	Grossman Iron & Steel Company	40,242	0.00055	\$ 2,568.00	\$ 513.60	3,081.60
50	Imperial Smelting Corporation	1,696,871.00	0.36098	\$108,294.00	\$21,658.80	\$129,952.80
51	K. W. Battery	1,638,853.00	0.34864	\$104,592.00	\$20,918.40	\$125,510.40
52	Modine Manufacturing Company	1,548,712.00	0.32947	\$98,841.00	\$19,768.20	\$118,609.20
53	J. Solomon & Sons	1,534,835.00	0.32651	\$97,953.00	\$19,590.60	\$117,543.60
54	Leslie Cooper Battery & Metal Company	1,512,820.00	0.32183	\$96,549.00	\$19,309.80	\$115,858.80
55	Reynolds Electric	1,503,286.00	0.31980	\$95,940.00	\$19,188.00	\$115,128.00
56	O'Dell Iron & Metal Company	1,481,601.00	0.31519	\$94,557.00	\$18,911.40	\$113,468.40
57	Bob Keller Batteries Warehouse	1,420,040.00	0.30209	\$90,627.00	\$18,125.40	\$108,752.40

DE MINIMUS SETTLING GROUP

Rank- Order	Contributor Name	Contribution in Pounds	Settling Amount	Premium Settling Amount	Settling Amount
				20.00%	
58	Madewell Metals Corporation	1,384,227.00	0.28447	\$88,341.00	\$17,668.20
59	Mid-Missouri Metals	1,383,210.00	0.29426	\$88,278.00	\$17,655.60
60	M. Ruben Metal Company, Inc.	1,341,860.00	0.28546	\$85,638.00	\$17,127.60
61	Ace Battery Incorporated	1,271,730.00	0.27054	\$81,162.00	\$16,232.40
62	Gary's Metal	1,231,175.00	0.26191	\$78,573.00	\$15,714.60
63	Inland Metals Refining Company	1,198,329.00	0.25493	\$76,479.00	\$15,295.80
64	Farmland	1,195,854.00	0.25440	\$76,320.00	\$15,264.00
65	Chrysler Corporation	1,167,541.00	0.24838	\$74,514.00	\$14,902.80
66	M. Gervich & Sons, Inc.	1,122,125.00	0.23872	\$71,616.00	\$14,323.20
67	Electro Battery Manufacturing Co.	1,105,680.00	0.23522	\$70,566.00	\$14,113.20
68	M. S. Kaplan Company	1,083,733.00	0.23055	\$69,165.00	\$13,833.00
69	Rosen Metals, Inc.	1,038,405.00	0.22091	\$66,273.00	\$13,254.60
70	C. & D. Battery dba/ C & D Charter Power	1,024,088.00	0.21786	\$65,358.00	\$13,071.60
71	Active Metal Company	1,003,513.00	0.21348	\$64,044.00	\$12,808.80
72	Tom Lewis Salvage	985,405.00	0.20963	\$62,889.00	\$12,577.80
73	Shanfeld Bros. Metal Company	901,272.00	0.19173	\$57,519.00	\$11,503.80
74	Otto Lerche Firestone	900,500.00	0.19157	\$57,471.00	\$11,494.20
75	Diversified Metals Corporation	887,637.00	0.18883	\$56,649.00	\$11,329.80
76	W. R. Lewis Supply Company	887,215.00	0.18874	\$56,622.00	\$11,324.40
77	Rex Curtsinger, Sr.	860,540.00	0.18307	\$54,921.00	\$10,984.20
78	Salvage Battery & Lead Co.	0	0	0	0
79	Delhi Battery & Supply	829,998.40	0.17657	\$52,971.00	\$10,594.20
80	Madison Scale	828,440.00	0.17624	\$52,872.00	\$10,574.40
81	B. C. Battery	792,240.00	0.16854	\$50,562.00	\$10,112.40
82	J. C. Penny	777,320.00	0.16536	\$49,608.00	\$9,921.60
83	National Metal Company	762,494.00	0.16221	\$48,663.00	\$9,732.60
84	Ball Metal & Chemical	759,839.00	0.16164	\$48,492.00	\$3,887.70
85	Sadoff Iron & Metal	755,138.00	0.16064	\$48,192.00	\$9,638.40
86	Stanley Toeppen	732,130.00	0.15575	\$46,725.00	\$9,345.00
87	Bill's Salvage	724,522.00	0.15413	\$46,239.00	\$9,247.80
88	Bert Bollinger	716,680.00	0.15246	\$45,738.00	\$9,147.60

DE MINIMUS SETTLING GROUP

Rank- Order	Generator Name	Contribution in Pounds	Settling Amount	Premium Amount	Settling Amount	
				20.00%		
89	A. Tenenbaum	664,652.00	0.14139	\$42,417.00	\$8,483.40	\$50,900.40
90	Bell City Battery Company	664,305.80	0.14132	\$42,396.00	\$8,479.20	\$50,875.20
91	Metro Metals Recyclers	647,035.00	0.13765	\$41,295.00	\$8,259.00	\$49,554.00
92	Old Ironsides, Inc.	640,600.00	0.13628	\$40,884.00	\$8,176.80	\$49,060.80
93	Graham Metal Corporation	640,060.00	0.13616	\$40,848.00	\$8,169.60	\$49,017.60
94	Delta Metals	625,231.00	0.13301	\$39,903.00	\$7,980.60	\$47,883.60
95	Western Auto	623,850.00	0.13271	\$39,813.00	\$7,962.60	\$47,775.60
96	Standard Storage Battery Company	596,681.00	0.12694	\$38,082.00	\$7,616.40	\$45,698.40
97	Calvert's Scrapyard, Inc.	584,050.00	0.12425	\$37,275.00	\$7,455.00	\$44,730.00
98	La Salle Steel Compay	182,769.00	0.03888	\$11,665.00	\$2,332.00	\$13,997.00
99	Reeves Scrap Metal	567,580.00	0.12074	\$36,222.00	\$7,244.40	\$43,466.40
100	Ramak Industries	559,508.00	0.11903	\$35,709.00	\$7,141.80	\$42,850.80
101	Overland Metals, Inc.	548,704.00	0.11673	\$35,019.00	\$7,003.80	\$42,022.80
102	Northern Metals, Inc.	542,803.00	0.11547	\$34,641.00	\$6,928.20	\$41,569.20
103	Kemco Metal Processing	527,166.00	0.11215	\$33,645.00	\$6,729.00	\$40,374.00
104	Cash's Scrap Metal & Iron	521,260.00	0.11089	\$33,267.00	\$6,653.40	\$39,920.40
105	Aaron Ferer & Sons Company	508,397.00	0.10815	\$32,445.00	\$6,489.00	\$38,934.00
106	General Waste Products	478,676.00	0.10183	\$30,549.00	\$6,109.80	\$36,658.80
107	Slesnick Iron & Metal	477,820.00	0.10165	\$30,495.00	\$6,099.00	\$36,594.00
108	Roth Brothers	476,796.00	0.10143	\$30,429.00	\$6,085.80	\$36,514.80
109	Metal Recycling Corporation	456,025.00	0.09701	\$29,103.00	\$5,820.60	\$34,923.60
	Top Metal Buyers dba/ Eighth & Trendly Metals					
110	Metals	456,011.00	0.09701	\$29,103.00	\$5,820.60	\$34,923.60
111	H. Brecker & Son	416,188.00	0.08854	\$26,562.00	\$5,312.40	\$31,874.40
112	Max Schwartzman & Sons, Inc.	389,983.00	0.08296	\$24,888.00	\$4,977.60	\$29,865.60
113	Olin Corporation	384,080.00	0.08171	\$24,513.00	\$4,902.60	\$29,415.60
114	H. Brown Company, Inc.	380,940.00	0.08104	\$24,312.00	\$4,862.40	\$29,174.40
115	Sioux City Compressed Steel	370,070.00	0.07873	\$23,619.00	\$4,723.80	\$28,342.80
116	Billiton Metals, Inc.	355,608.00	0.07565	\$22,695.00	\$4,539.00	\$27,234.00
117	West End Hide & Fur	344,220.00	0.07323	\$21,969.00	\$4,393.80	\$26,362.80
118	Houston Salvage	336,580.00	0.07160	\$21,480.00	\$4,296.00	\$25,776.00

DE MINIMUS SETTLING GROUP

Rank- Order	Company Name	Payroll	Settlement	Settlement	Settlement	Settlement
				20.00%		
119	Okon Iron & Metal Company	334,947.00	0.07125	\$21,375.00	\$4,275.00	\$25,650.00
120	Kamen Iron & Metal Company	329,820.00	0.07016	\$21,048.00	\$4,209.60	\$25,257.60
121	Fundamental Metal and Mineral Corp.	325,159.00	0.06917	\$20,751.00	\$4,150.20	\$24,901.20
122	Pet, Inc.	319,054.00	0.06787	\$20,361.00	\$4,072.20	\$24,433.20
123	Afram Brothers Company	299,010.00	0.06361	\$19,083.00	\$3,816.60	\$22,899.60
124	Marco Steel Supply	283,900.00	0.06040	\$18,120.00	\$3,624.00	\$21,744.00
125	Amax Inc. / Amax Lead & Zinc	282,721.00	0.06014	\$18,042.00	\$3,608.40	\$21,650.40
126	Willoughby Iron & Waste Materials Co.	282,540.00	0.06011	\$18,033.00	\$3,606.60	\$21,639.60
127	Johnson Metal Company	272,970.00	0.05807	\$17,421.00	\$3,484.20	\$20,905.20
128	Price Watson	265,870.00	0.05656	\$16,968.00	\$3,393.60	\$20,361.60
129	Ace Comb Company	264,913.00	0.05636	\$16,908.00	\$3,381.60	\$20,289.60
130	Western Gun & Supply	259,803.00	0.05527	\$16,581.00	\$3,316.20	\$19,897.20
131	William S. Lasich & Sons	242,780.00	0.05165	\$15,495.00	\$3,099.00	\$18,594.00
132	Sol Alman Company	242,534.00	0.05160	\$15,480.00	\$3,096.00	\$18,576.00
133	Piolet Brothers Scrap Iron & Metal	241,740.00	0.05143	\$15,429.00	\$3,085.80	\$18,514.80
134	Young Radiator Company	235,467.40	0.05009	\$15,027.00	\$3,005.40	\$18,032.40
135	GT Metals	235,420.00	0.05008	\$15,024.00	\$3,004.80	\$18,028.80
136	Rich Battery & Metal Company	234,190.00	0.04982	\$14,946.00	\$2,989.20	\$17,935.20
137	Jerry Prather	226,800.00	0.04821	\$14,463.00	\$2,892.60	\$17,355.60
138	Pequea Battery Company	226,535.00	0.04819	\$14,457.00	\$2,891.40	\$17,348.40
139	Shapiro Sales Company	216,193.00	0.04599	\$13,797.00	\$2,759.40	\$16,556.40
140	A. Edelstein & Sons	210,870.00	0.04486	\$13,458.00	\$2,691.60	\$16,149.60
141	Staab Battery	209,001.00	0.04446	\$13,338.00	\$2,667.60	\$16,005.60
142	Atlas Industries	205,171.00	0.04365	\$13,095.00	\$2,619.00	\$15,714.00
143	Galaxy Metals	201,869.00	0.04294	\$12,882.00	\$2,576.40	\$15,458.40
144	Kasmar Metals, Inc.	210,470.00	0.04286	\$12,858.00	\$2,571.60	\$15,429.60
145	Cedartown Industries	200,000.00	0.04255	\$12,765.00	\$2,553.00	\$15,318.00
146	Schwartz Metal Processors & Trade	199,090.00	0.04235	\$12,705.00	\$2,541.00	\$15,246.00
147	U.S. Scrap & Metal Company	196,854.00	0.04188	\$12,564.00	\$2,512.80	\$15,076.80
148	Anderson Steel, Inc.	194,248.00	0.04132	\$12,396.00	\$2,479.20	\$14,875.20
149	Gateway E-Z Go	188,260.00	0.04005	\$12,015.00	\$2,403.00	\$14,418.00

**NL / Tarmac Industries
DE MINIMUS SETTLING GROUP**

Rank- Order	Generator Name	Contribution In Pounds	Volume Contribution In Percentage	Settling Amount	Premium Settling Amount	Settling Amount
					20.00%	
150	Bob Bernstein	171,920.00	0.03657	\$10,971.00	\$2,194.20	\$13,165.20
151	Elden R. Erikson & Sons, Inc.	168,780.00	0.03591	\$10,773.00	\$2,154.60	\$12,927.60
152	Fisher Steel & Supply Co.	165,805.00	0.03527	\$10,581.00	\$2,116.20	\$12,697.20
153	Prime Battery Sales	165,720.00	0.03525	\$10,575.00	\$2,115.00	\$12,690.00
154	Mike Asfoor & Sons	163,840.00	0.03485	\$10,455.00	\$2,091.00	\$12,546.00
155	H. S. Kaplan Scrap Iron & Metal	162,974.00	0.03467	\$10,401.00	\$2,080.20	\$12,481.20
156	Houston Scrap	160,000.00	0.03404	\$10,212.00	\$2,042.40	\$12,254.40
157	Peltz Brothers	160,000.00	0.03404	\$10,212.00	\$2,042.40	\$12,254.40
158	Ohio New & Rebuilt	160,000.00	0.03404	\$10,212.00	\$2,042.40	\$12,254.40
159	Asarco	160,000.00	0.03404	\$10,212.00	\$2,042.40	\$12,254.40
160	Ft. Dodge Iron & Metal Co.	159,271.00	0.03388	\$10,164.00	\$2,032.80	\$12,196.80
161	Ruben Metal Co., Inc.	155,866.00	0.03316	\$9,948.00	\$1,989.60	\$11,937.60
162	St. Louis Law Printing Company	155,601.00	0.03310	\$9,930.00	\$1,986.00	\$11,916.00
163	Lefton Iron & Metal	153,505.00	0.03266	\$9,798.00	\$1,959.60	\$11,757.60
164	Kavanaugh Salvage	152,280.00	0.03240	\$9,720.00	\$1,944.00	\$11,664.00
165	Murphysboro Iron & Metal	149,760.00	0.03186	\$9,558.00	\$1,911.60	\$11,469.60
166	Larry Goad & Company	145,034.00	0.03085	\$9,255.00	\$1,851.00	\$11,106.00
167	A. O. Smith Corporation	144,625.00	0.03077	\$9,231.00	\$1,846.20	\$11,077.20
168	Henry Rautbort	143,250.00	0.03047	\$9,141.00	\$1,828.20	\$10,969.20
169	Mardians Inc.	142,936.00	0.03041	\$9,123.00	\$1,824.60	\$10,947.60
170	Benjamin Air Rifle	135,161.00	0.02875	\$8,625.00	\$1,725.00	\$10,350.00
171	Bill Bergmeyer	130,620.00	0.02779	\$8,337.00	\$1,667.40	\$10,004.40
172	Macco Industries	128,855.00	0.02741	\$8,223.00	\$1,644.60	\$9,867.60
173	Peoria Battery	128,084.00	0.02725	\$8,175.00	\$1,635.00	\$9,810.00
174	Standard Lead Co., Inc.	126,080.00	0.02682	\$8,046.00	\$1,609.20	\$9,655.20
175	Berlinski & Sons	125,668.00	0.02673	\$8,019.00	\$1,603.80	\$9,622.80
176	Fleenor Battery Wholesale Inc.	125,120.00	0.02662	\$7,986.00	\$1,597.20	\$9,583.20
177	World Metal Buyers	124,980.00	0.02659	\$7,977.00	\$1,595.40	\$9,572.40
178	J. Trockman & Sons	122,993.00	0.02616	\$7,848.00	\$1,569.60	\$9,417.60
179	Miller Compressing Company	122,402.00	0.02604	\$7,812.00	\$1,562.40	\$9,374.40
180	West Kentucky Battery, Inc.	122,080.00	0.02597	\$7,791.00	\$1,558.20	\$9,349.20

**NL / TARP Industries
DE MINIMUS SETTLING GROUP**

Rank- Order	Generator Name	Contribution in Pounds	Contribution in Percentage	Settling Amount	Premium Settling Amount	Settling Amount
					20.00%	
181	Douglas Battery Manufacturing Company	121,840.00	0.02592	\$7,776.00	\$1,555.20	\$9,331.20
182	Gachman Metals Company	121,760.00	0.02590	\$7,770.00	\$1,554.00	\$9,324.00
183	Aetna Metals	119,430.00	0.02541	\$7,623.00	\$1,524.60	\$9,147.60
184	Price Metal	118,300.00	0.02517	\$7,551.00	\$1,510.20	\$9,061.20
185	Diamond Scrap Yard	117,930.00	0.02509	\$7,527.00	\$1,505.40	\$9,032.40
186	Scheer Shooting Supplies	115,549.00	0.02458	\$7,374.00	\$1,474.80	\$8,848.80
187	Morrimet, Inc.	112,320.00	0.02389	\$7,167.00	\$1,433.40	\$8,600.40
188	Northwestern Bell Telephone Company dba/ U S West Communications	112,280.00	0.02389	\$7,167.00	\$1,433.40	\$8,600.40
189	S-G Metals Industries, Inc.	110,340.00	0.02347	\$7,041.00	\$1,408.20	\$8,449.20
190	Master Metals	110,000.00	0.02340	\$7,020.00	\$1,404.00	\$8,424.00
191	Southwestern Bell Telephone Company	107,508.00	0.02287	\$6,861.00	\$1,372.20	\$8,233.20
192	Charles W. Johnson	103,145.00	0.02194	\$6,582.00	\$1,316.40	\$7,898.40
193	GSA	100,000.00	0.02127	\$6,381.00	\$1,278.20	\$7,659.20
194	Wicks Organ Company	93,655.00	0.01992	\$5,976.00	\$1,195.20	\$7,171.20
195	Schuster Metals, Inc.	85,940.00	0.01828	\$5,484.00	\$1,096.80	\$6,580.80
196	Battery Headquarters	85,900.00	0.01827	\$5,481.00	\$1,096.20	\$6,577.20
197	Senser Metal Company	85,480.00	0.01818	\$5,454.00	\$1,090.80	\$6,544.80
198	Bill's Auto Parts	84,008.00	0.01787	\$5,361.00	\$1,072.20	\$6,433.20
199	Intra-American Metals	82,710.00	0.01760	\$5,280.00	\$1,058.00	\$6,338.00
200	Parks Iron & Metal	82,465.00	0.01754	\$5,262.00	\$1,052.40	\$6,314.40
201	Continental Commodities	81,920.00	0.01743	\$5,229.00	\$1,045.80	\$6,274.80
202	Acme Iron & Metal Co.	81,760.00	0.01739	\$5,217.00	\$1,043.40	\$6,260.40
203	Baker Iron & Metal	81,680.00	0.01738	\$5,214.00	\$1,042.80	\$6,256.80
204	V. H. Holmes & Sons	81,580.00	0.01735	\$5,205.00	\$1,041.00	\$6,246.00
205	Dura Built Auto	81,320.00	0.01730	\$5,190.00	\$1,038.00	\$6,228.00
206	Milwaukee Scrap Metal Co.	81,195.00	0.01727	\$5,181.00	\$1,036.20	\$6,217.20
207	Industrial Electrical Equipment Co.	80,395.00	0.01710	\$5,130.00	\$1,026.00	\$6,156.00
208	Bomgars Supply	80,000.00	0.01702	\$5,106.00	\$1,021.20	\$6,127.20
209	Harold Rodick	80,000.00	0.01702	\$5,106.00	\$1,021.20	\$6,127.20
210	Battery Salvage	80,000.00	0.01702	\$5,106.00	\$1,021.20	\$6,127.20

DE MINIMUS SETTLING GROUP

Rank- Order	Generator Name	Contribution Pounds	Rate	Settling Amount	Premium Amount	Settling Amount
					20.00%	
211	Superior Companies, Inc.	80,000.00	0.01702	\$5,106.00	\$1,021.20	\$6,127.20
212	Metram, Inc.	79,020.00	0.01681	\$5,043.00	\$1,008.60	\$6,051.60
213	E. J. Pfeifer Iron & Metal	78,930.00	0.01679	\$5,037.00	\$1,007.40	\$6,044.40
214	Behr Metals/Division of Joe Behr & Sons	78,595.00	0.01672	\$5,016.00	\$1,003.20	\$6,019.20
215	Tech-Sil, Inc.	75,000.00	0.01596	\$4,788.00	\$957.60	\$5,745.60
216	Cerro Copper & Brass Company	73,310.00	0.01560	\$4,680.00	\$936.00	\$5,616.00
217	North Brook Sports Club	72,712.00	0.01547	\$4,641.00	\$928.20	\$5,569.20
218	Beckner Iron & Metal	72,020.00	0.01532	\$4,596.00	\$919.20	\$5,515.20
219	Mallin Brothers Company	66,968.00	0.01425	\$4,275.00	\$855.00	\$5,130.00
* 220	Duggan Industries	0	0	0	0	0
221	Don Hibbler	65,505.00	0.01394	\$4,182.00	\$836.40	\$5,018.40
222	Wallach Iron & Metal Company	64,965.00	0.01382	\$4,146.00	\$829.20	\$4,975.20
223	Stanford Linear Accelerator	64,674.00	0.01376	\$4,120.00	\$825.60	\$4,953.60
224	Westerville Creamery Company	61,844.00	0.01316	\$3,948.00	\$789.60	\$4,737.60
225	Vivo Iron & Metal	59,475.00	0.01265	\$3,795.00	\$759.00	\$4,554.00
226	C.L. Downey Company	54,969.00	0.01169	\$3,507.00	\$701.40	\$4,208.40
227	Campbell Soup	54,007.00	0.01149	\$3,447.00	\$689.40	\$4,136.40
228	Bryan Mfg.	53,784.00	0.01144	\$3,432.00	\$686.40	\$4,118.40
229	Acro Sales & Engineering, Inc.	51,516.00	0.01096	\$3,288.00	\$657.60	\$3,945.60
230	New Castle Junk Company	48,600.00	0.01034	\$3,102.00	\$620.40	\$3,722.40
231	Chicago Battery	48,000.00	0.01021	\$3,063.00	\$612.60	\$3,675.60
232	Briggs Used Auto Parts	46,280.00	0.00985	\$2,955.00	\$591.00	\$3,546.00
233	Bruco Battery Company, Inc.	45,888.00	0.00976	\$2,928.00	\$585.60	\$3,513.60
234	Luria Brothers & Co.	45,850.00	0.00975	\$2,925.00	\$585.00	\$3,510.00
235	Kansas City Battery Company	45,220.00	0.00962	\$2,886.00	\$577.20	\$3,463.20
236	Crown Battery	45,180.00	0.00961	\$2,883.00	\$576.60	\$3,459.60
237	Redfield Iron & Metal	44,960.00	0.00956	\$2,868.00	\$573.60	\$3,441.60
238	Inter City Metal Company	44,904.00	0.00955	\$2,865.00	\$573.00	\$3,438.00
239	Ashley Salvage	44,880.00	0.00955	\$2,865.00	\$573.00	\$3,438.00
240	West End Iron & Metal Company	44,695.00	0.00951	\$2,853.00	\$570.60	\$3,423.60
241	L. Kahn & Sons	44,300.00	0.00942	\$2,826.00	\$565.20	\$3,391.20

**NL/ Industries
DE MINIMUS SETTLING GROUP**

Rank- Order	Generator Name	Contribution Pounds	Settling Amount	Premium Amount	Settling Amount
				20.00%	
242	Belson Scrap and Steel	44,060.00	0.00937	\$2,811.00	\$3,373.20
243	Lopez Scrap Metal, Inc.	44,040.00	0.00937	\$2,811.00	\$3,373.20
244	Eli Rosenman	43,700.00	0.00930	\$2,790.00	\$3,348.00
245	M. Katch	43,380.00	0.00923	\$2,769.00	\$3,322.80
246	Discount Battery Sales	43,300.00	0.00921	\$2,763.00	\$3,315.60
247	School of the Ozarks	43,280.00	0.00921	\$2,763.00	\$3,315.60
248	Consolidated Waste Material Co., Inc.	43,080.00	0.00916	\$2,748.00	\$3,297.60
249	Kennecott Refining Corporation	42,470.00	0.00903	\$2,709.00	\$3,250.80
250	Billow Morrow	41,940.00	0.00892	\$2,676.00	\$3,211.20
251	Astron Manufacturing	41,880.00	0.00891	\$2,673.00	\$3,207.60
252	Glosser Metal Company	41,840.00	0.00890	\$2,670.00	\$3,204.00
253	Dumes, Inc.	41,760.00	0.00888	\$2,664.00	\$3,196.80
254	Prairie Steel Company	41,740.00	0.00888	\$2,664.00	\$3,196.80
255	Lake Iron & Metal Company	41,720.00	0.00888	\$2,664.00	\$3,196.80
256	Midwest Industrial Metals	41,716.00	0.00887	\$2,661.00	\$3,193.20
257	Commercial Iron & Metal Co.	41,600.00	0.00885	\$2,655.00	\$3,186.00
258	J. & I. Metal Company	41,580.00	0.00885	\$2,655.00	\$3,186.00
259	URPS Metal Company	41,580.00	0.00885	\$2,655.00	\$3,186.00
260	Swan Rubber Company	41,520.00	0.00883	\$2,649.00	\$3,178.80
261	A & W Battery	41,520.00	0.00883	\$2,649.00	\$3,178.80
262	Union Compressed Steel	41,360.00	0.00880	\$2,640.00	\$3,168.00
263	Allied Metal Company	41,250.00	0.00878	\$2,634.00	\$3,160.80
264	Mc Graw Edison Company	41,005.00	0.00872	\$2,616.00	\$3,139.20
265	Herman Strauss Company	40,980.00	0.00872	\$2,616.00	\$3,139.20
266	Sam Allen & Son, Inc.	40,940.00	0.00871	\$2,613.00	\$3,135.60
267	Max Schneider	40,500.00	0.00862	\$2,586.00	\$3,103.20
268	Batco, Inc.	40,388.00	0.00859	\$2,577.00	\$3,092.40
269	Barter Machinery & Supply Company	40,259.00	0.00856	\$2,568.00	\$3,081.60
270	S & R Metal Company	40,000.00	0.00851	\$2,553.00	\$3,063.60
271	Trinity Scrap	40,000.00	0.00851	\$2,553.00	\$3,063.60
272	I. J. Sobel & Sons	40,000.00	0.00851	\$2,553.00	\$3,063.60

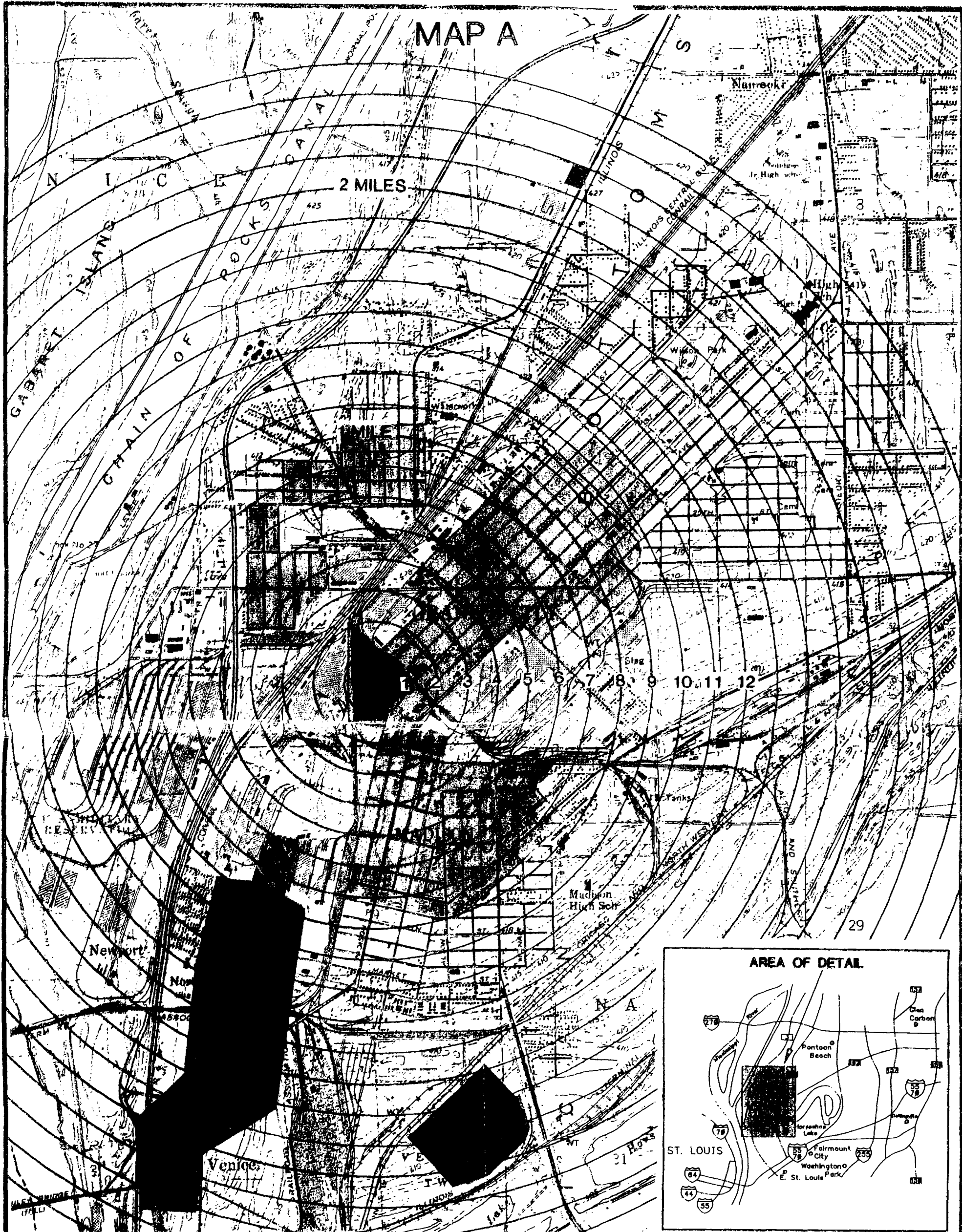
NEC Recorp Industries
DE MINIMUS SETTLING GROUP

Rank- Order	Generator Name	Contributor Pounds	Settling Rate in Pounds	Settling Amount	Premium Amount	Settling Amount
					20.00%	
273	Shapiro Brothers	40,000.00	0.00851	\$2,553.00	\$510.60	\$3,063.60
274	Highland Park Waste Material	39,760.00	0.00846	\$2,538.00	\$507.60	\$3,045.60
275	Martin Brothers Mill & Foundry Supply	39,760.00	0.00846	\$2,538.00	\$507.60	\$3,045.60
276	Summit Steel	39,334.00	0.00837	\$2,511.00	\$502.20	\$3,013.20
277	Siskin Steel & Supply	39,300.00	0.00836	\$2,508.00	\$501.60	\$3,009.60
278	St. Louis Bottle Iron & Metal Company	39,152.00	0.00833	\$2,499.00	\$499.80	\$2,998.80
279	Norm's Metal Company	38,855.00	0.00827	\$2,481.00	\$496.20	\$2,977.20
280	Stewart-Warner	38,100.00	0.00811	\$2,433.00	\$486.60	\$2,919.60
281	Samuel Hide & Metal	37,576.00	0.00799	\$2,397.00	\$479.40	\$2,876.40
282	Schupan & Sons, Inc.	36,940.00	0.00786	\$2,358.00	\$471.60	\$2,829.60
283	Plumbing Joint Apprenticeship Training	36,081.00	0.00768	\$2,304.00	\$460.80	\$2,764.80
284	Berkson Smelting Company	35,285.00	0.00751	\$2,253.00	\$450.60	\$2,703.60
285	Ladyman Engineering Enterprises	34,580.00	0.00736	\$2,208.00	\$441.60	\$2,649.60
286	Spartan Printing Company	34,125.00	0.00726	\$2,178.00	\$435.60	\$2,613.60
287	National Typographer, Inc.	33,626.00	0.00715	\$2,145.00	\$429.00	\$2,574.00
288	CBC, Inc.	33,270.00	0.00708	\$2,124.00	\$424.80	\$2,548.80
289	D. Pollack & Sons	30,522.00	0.00649	\$1,947.00	\$389.40	\$2,336.40
290	Plough, Inc.	30,000.00	0.00638	\$1,914.00	\$382.80	\$2,296.80
291	Triangle Metallurgical, Inc.	29,024.00	0.00617	\$1,851.00	\$370.20	\$2,221.20
292	Mac Glashen Enterprises	28,425.00	0.00605	\$1,815.00	\$363.00	\$2,178.00
293	Steel Baling Co., Inc.	28,030.00	0.00596	\$1,788.00	\$357.60	\$2,145.60
294	Continental Can Company	26,427.00	0.00562	\$1,686.00	\$337.20	\$2,023.20
295	Romak Industries	25,400.00	0.00540	\$1,620.00	\$324.00	\$1,944.00
296	I. C. M. S	25,076.00	0.00533	\$1,599.00	\$319.80	\$1,918.80
297	Reliance Battery Company	25,060.00	0.00533	\$1,599.00	\$319.80	\$1,918.80
298	Thermal Corporation	24,880.00	0.00529	\$1,587.00	\$317.40	\$1,904.40
299	Intsel Corporation	24,250.00	0.00516	\$1,548.00	\$309.80	\$1,857.60
300	American Recycling Company	23,740.00	0.00505	\$1,515.00	\$303.00	\$1,818.00
301	Renu Battery Service	23,640.00	0.00503	\$1,509.00	\$301.80	\$1,810.80
302	3-H Industries	21,000.00	0.00447	\$1,341.00	\$268.20	\$1,609.20
303	I. Deutch Company	20,000.00	0.00425	\$1,275.00	\$255.00	\$1,530.00

**NL / Taracorp Industries
DE MINIMUS SETTLING GROUP**

Rank- Order	Generator Name	Contribution in Pounds	Contribution in Percentage	Settling Amount	Premium Settling Amount	Total Settling Amount
					20.00%	
304	Pollack Hide & Fur	20,000.00	0.00425	\$1,275.00	\$255.00	\$1,530.00
305	Midwest Iron & Metal Co.	19,658.00	0.00418	\$1,254.00	\$250.80	\$1,504.80
306	James H. Tessem	18,340.00	0.00390	\$1,170.00	\$234.00	\$1,404.00
307	Ben Greenberg Company	18,100.00	0.00385	\$1,155.00	\$231.00	\$1,386.00
308	American National Can Company	16,244.00	0.00346	\$1,038.00	\$207.60	\$1,245.60
309	Tri-City Scrap Company	16,078.00	0.00342	\$1,026.00	\$205.20	\$1,231.20
310	Atchinson & Brown Standard Service	15,700.00	0.00334	\$1,002.00	\$200.40	\$1,202.40
311	Comfort Printing and Stationery Co.	15,000.00	0.00319	\$957.00	\$191.40	\$1,148.40
312	Unicor Federal Prison Industries, Inc.	14,175.00	0.00302	\$906.00	\$181.20	\$1,087.20
313	Meyer Battery Service	14,060.00	0.00299	\$897.00	\$179.40	\$1,076.40
314	Albin Co.	12,390.00	0.00264	\$792.00	\$158.40	\$950.40
315	University of Illinois at Urbana	12,018.00	0.00256	\$768.00	\$153.60	\$921.60
316	CNC Industries, Inc.	11,032.00	0.00235	\$705.00	\$141.00	\$846.00
317	William Lans Company	10,000.00	0.00213	\$639.00	\$127.80	\$766.80

* REMOVED FROM LIST OF PRPs. DID NOT CONTRIBUTE
ANY MATERIAL TO THE NL (TARACORP) SITE



LEGEND

- REMOTE FILL AREAS
- INDUSTRIAL AREAS
- RESIDENTIAL AREAS □ BUFFER ZONE RESIDENTIAL AREAS
- 1. NUMERALS DENOTE RING NUMBERS

SPACING BETWEEN CIRCLES IS 1/8 OF A MILE

0 2000 4000
SCALE FEET

NOTE: Drawing taken from U.S.G.S. - Granite City, IL-MO and Monks Mound, IL Quadrangles dated 1982 & 1974.

NL/TARACORP SUPERFUND SITE
SUPPLEMENTAL INVESTIGATION

PROJECT NO.

C3M11Q

Woodward-Clyde
Consultants

Engineering & sciences applied to the earth & its environment

DRN. BY: kdw 7/23/93

DSGN. BY:

CHKD. BY: PFI

Site Plan South

FIG. NO.

1-2

APPENDIX B

NL INDUSTRIES (TARACORP) SUPERFUND SITE
SETTLING FEDERAL AGENCIES

<u>Generator Name</u>	<u>Contribution (Pounds)</u>	<u>Volume Contribution Percentage</u>	<u>Settling Amount</u>	<u>Premium Settling Amount 20%</u>	<u>Total Settling Amount</u>
GSA	100,000	0.02127	\$6,381.00	\$1,276.20	\$7,657.20
Stanford Linear Accelerator (DOE)	64,671	0.01376	\$4,128.00	\$825.60	\$4,953.60
Unicor Federal Prison Industries, Inc. (U.S. Dept of Justice, Dept. of Prisons)	14,175	0.00302	\$906.00	\$181.20	\$1,027.20

APPENDIX C